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CHURCH OF SCIENTOLOGY
9 INTERNATIONAL

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF MARIN
12

13	CHURCH OF SCIENTOLOGY	)	CASE NO. 157 680
14	INTERNATIONAL, a California not-)	
	for-profit religious corporation,)	
15		)	[CONSOLIDATED]
16)	
	Plaintiff,	)	SEPARATE STATEMENT OF
17		)	UNDISPUTED FACTS IN SUPPORT
	vs.	)	OF PLAINTIFF'S MOTION FOR
18		)	SUMMARY ADJUDICATION OF THE
19		)	THIRTEENTH, SIXTEENTH,
		)	SEVENTEENTH AND NINETEENTH
20		)	CAUSES OF ACTION OF
		)	PLAINTIFF'S SECOND AMENDED
21	GERALD ARMSTRONG; DOES 1 through	)	COMPLAINT
	25, inclusive,	)	DATE: April 14, 1995
22		)	TIME: 9:00 a.m.
		)	DEPT: 1
23	Defendants.)	
		)	TRIAL DATE: May 18, 1995

24
25 Church of Scientology International ("the Church") submits
26 this statement of undisputed material facts in support of the
27 Church's Motion for Summary Adjudication of the thirteenth,
28 sixteenth, seventeenth and nineteenth causes of action of

1 plaintiff's second amended complaint.

2 I. The Church is entitled to summary adjudication of the
3 Thirteenth Cause of Action because there is no dispute that
4 the parties entered into a written agreement, that the
5 Church performed all of its obligations pursuant to the
6 agreement, that Armstrong breached the agreement by
7 providing a videotaped interview to anti-Scientologists
8 Sylvia "Spanky" Taylor and Jerry Whitfield in which he
9 discussed his claimed Scientology knowledge and experiences,
10 and that the Church is entitled to liquidated damages of
11 \$50,000.00 for this breach.

12
13 UNDISPUTED FACT

14 1. Gerald Armstrong
15 voluntarily entered into a
16 confidential Mutual Release of
17 All Claims and Settlement
18 Agreement ("Agreement") with
19 Church of Scientology
20 International ("the Church")
21 on December 6, 1986.

EVIDENTIARY SUPPORT

1. Request for Judicial
Notice, Exhibit A, Verified
Second Amended Complaint
(hereinafter "Complaint"), ¶¶
1 and 2; Request for Judicial
Notice, Exhibit B, Answer of
Gerald Armstrong and the
Gerald Armstrong Corporation
to Amended Complaint
(hereinafter "Answer"), ¶¶ 1
and 2; Request for Judicial
Notice, Exhibit C, Order
Granting Summary Adjudication
of the Fourth and Sixth Causes
of Action; Request for

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Judicial Notice, Exhibit D, Opinion of the Second District Court of Appeal; Request for Judicial Notice, Exhibit E, Order Granting Summary Adjudication of the Second and Third Causes of Action of Armstrong's cross-complaint; Exhibit 1A, Mutual Release of All Claims and Settlement Agreement ("the Agreement"), page 16; Exhibit 1B, Declaration of Larry Heller, ¶¶ 4 and 5, Exhibit B thereto, 1:19-2:10.

2. Armstrong received a portion of a total sum paid to his attorney, Michael Flynn, in settlement of all claims of Mr. Flynn's clients.

2. Complaint, ¶ 13; Answer, ¶ 13; Request for Judicial Notice, Exhibit C, Order Granting Summary Adjudication of the Fourth and Sixth Causes of Action; Exhibit 1A, Mutual Release of All Claims and Settlement Agreement, ¶ 3.

3. Armstrong received approximately \$800,000.00 from

3. Exhibit 1C, Declaration of Graham Berry, and Exhibit B

1 Michael Flynn as his portion
2 of the total settlement sum
3 paid by CSI to Mr. Flynn for
4 Flynn's settling clients.

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7 4. On January 27, 1995, this
8 Court found that Armstrong had
9 entered into the Agreement
10 voluntarily, without duress,
11 and that the liquidated
12 damages provision contained in
13 paragraph 7(d) of the
14 Agreement was valid.

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16 5. On November 6, 1992,
17 Armstrong gave a videotaped
18 interview to Sylvia "Spanky"
19 Taylor and Jerry Whitfield, in
20 which he discussed his alleged
21 Scientology knowledge and
22 experiences for 95 minutes.

23
24 6. The venue for
25 Armstrong's taped interview
26 was a Los Angeles hotel in
27 which the Cult Awareness
28 Network ("CAN") was holding

thereto; Exhibit 1D, Marin
Independent Journal, November
11, 1992, article entitled,
"Is Money The Root of Our
Problems?"

4. Request for Judicial
Notice, Exhibit C, Order
Granting Summary Adjudication
of the Fourth and Sixth Causes
of Action.

5. Videotape, Exhibit 1TT to
Separate Statement in Support
of Motion for Summary
Adjudication of Twentieth
Cause of Action, separately
lodged; Transcript of Video,
Exhibit 1E.

6. Deposition of Gerald
Armstrong, Volume V, 598:6-
600:15, Exhibit 1F.

1 its annual meeting.

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3 7. During the course of
4 Armstrong's 95 minutes
5 interview, Whitfield explained
6 his purpose in making the
7 videotape to be the following:

7. Videotape, Exhibit 1TT,
Separately lodged: Exhibit 1E,
p. 9.

8

MR. WHITFIELD:

9 The reason I am
10 saying this, it's
11 very difficult for
12 somebody in
13 Scientology to
14 conceive that the
15 great L. Ron
16 Hubbard, whom you
17 have never met but
18 have only heard
19 these wonderful
20 things about, to
21 even perceive or
22 comprehend that this
23 might have been --
24 this might have
25 occurred with this
26 man. How can this
27 man be human? And
28 he's not human.
He's L. Ron Hubbard.
So the reason that
we are doing this
interview is so that
other people can
know. It's very
easy for a non-
Scientologist to
understand those
things. It's very
difficult for a
Scientologist,
because
Scientologists don't
get the type of
information that
non-Scientologists
get.

1 8. During the interview,
2 Taylor and Armstrong had the
3 following exchange:

4 TAYLOR: We're
5 here with Gerry
6 Armstrong on the 6th
7 of November, 1992.
8 Hi, Gerry.

9 ARMSTRONG: Hi,
10 Spanky.

11 TAYLOR:
12 Basically, what
13 we're doing here is
14 I want to find out a
15 little bit about
16 your Scientology
17 experience, or, more
18 than a little bit --
19 as much as we can,
20 starting from when
21 you got involved.

22 ARMSTRONG:
23 O.K.

24 TAYLOR: So,
25 tell me about that
26 first.

27 TAYLOR: I got
28 involved in 1969 in
Vancouver, British
Columbia, Canada.
And . . . I spent a
year and a half . .
. .

Armstrong then proceeded to
describe his claimed
Scientology history in detail
for 95 minutes, breaking to
attend sessions of the CAN
convention which was
proceeding in the hotel

8. Videotape, Exhibit 1TT,
separately lodged; Transcript,
Exhibit 1E; Deposition of
Sylvia Taylor, 152:9-155:19,
Exhibit U.

1 conference rooms.

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3 9. During the interview,
4 Armstrong stated:

5 They brought a
6 lawsuit to attempt
7 to enforce the
8 settlement
9 agreement. Out of
10 it . . . in May of
11 this last year,
12 there was a hearing
13 here in Los Angeles,
14 in Superior Court,
15 in front of Judge
16 Sohigian. The
17 organization claims
18 that they got a
19 great big win out of
20 it and that I am
21 enjoined pursuant to
22 the settlement
23 agreement. Not
24 true! The judge
25 specifically said
26 that he would not
27 enforce the
28 settlement agreement
other than one very
narrow issue. The
very narrow issue is
that I cannot except
pursuant to a
subpoena, assist
someone intending to
file a claim or
pressing a claim
against the
organization. Now
then we are
appealing even that
narrow ruling,
because that's
unenforceable
because if you
construe that my . .
. . that this video
could possibly help
someone in the
future, I can't do

9. Videotape, Exhibit 1TT,
lodged separately; Transcript
Exhibit 1E.

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this.

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It's unenforceable hence I feel that I am completely at liberty to associate with whomever I want, to talk to whomever I want, and I act in life that way. And that is in part why I am here at this event now, why I came to the CAN conference.

II. The Church is entitled to summary adjudication of the Sixteenth Cause of Action because there is no dispute that the parties entered into a written agreement, that the Church performed all of its obligations pursuant to the agreement, that Armstrong breached the agreement by providing interviews to Charles Fleming, a reporter for Newsweek magazine, in which he discussed his claimed Scientology knowledge and experiences, and that the Church is entitled to liquidated damages of \$50,000.00 for this breach.

CSI incorporates herein Undisputed Facts and Evidentiary Support Nos. 1 to 4, supra.

UNDISPUTED FACT

EVIDENTIARY SUPPORT

10. In June, 1993, Armstrong gave an interview concerning his claimed Scientology knowledge and experiences

10. "Scientology in the Schools," Newsweek, June 14, 1993, Exhibit 1G;

1 to Charles Fleming, a reporter for
2 Newsweek magazine.

Armstrong Depo., Vol. VI,
pp. 736-737, Exhibit 1H.

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4 11. According to Mr. Fleming's
5 article, Armstrong said, inter alia,
6 that the founder of the Scientology
7 religion, L. Ron Hubbard, wanted
8 "rich Scientologists to buy huge
9 quantities of this book for
10 distribution. He wanted to go down
11 in history as a scientist or a
12 philosopher or both."

11. Newsweek article,
Exhibit 1G.

13
14 12. In or about June, 1993,
15 Armstrong spoke to Mr. Fleming about
16 Larry Wollersheim's case against the
17 Church of Scientology of California,
18 and attempted to interest Mr. Fleming
19 in reporting on that matter.

12. Armstrong letter to
Goldowitz, June 30, 1993,
Exhibit 1I.

20
21 13. In or about August, 1993,
22 Armstrong sent Mr. Fleming a letter
23 to which he attached several
24 documents detailing his claimed
25 Scientology knowledge and
26 experiences, urging Mr. Fleming to
27 write a story about Armstrong's
28 litigation with CSI.

13. Armstrong letter to
Fleming, August 20, 1993,
Exhibit 1J.

1 III. The Church is entitled to summary adjudication of the
2 Seventeenth Cause of Action because there is no dispute that
3 the parties entered into a written agreement, that the
4 Church performed all of its obligations pursuant to the
5 agreement, that Armstrong breached the agreement by
6 providing interviews and documents to E!TV, in which he
7 discussed his claimed Scientology knowledge and experiences,
8 and that the Church is entitled to liquidated damages of
9 \$50,000.00 for this breach.

10
11 CSI incorporates herein Undisputed Facts and Evidentiary
12 Support Nos. 1 to 4, supra.

13
14 UNDISPUTED FACT

15 14. In August, 1993, Armstrong was
16 interviewed by E! TV reporters
17 concerning his claimed Scientology
18 knowledge and experiences.

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21 15. During the interview with E!TV
22 reporters, Armstrong discussed his
23 claimed Scientology knowledge and
24 experiences, asserting that he had
25 difficulty leaving Scientololgy, that
26 the Church had a policy called "fair
27 game," that the instant lawsuit was
28 improper, and the Agreement was

EVIDENTIARY SUPPORT

14. Portions of E! TV
segment, Exhibit 1K;
Portions of Transcript of
E! TV segment, Exhibit
1L.

15. Portions of E! TV
segment, Exhibit 1K;
Portions of Transcript of
E! TV segments, Exhibit
1L.

1 illegal.

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3 16. Armstrong also gave E!TV a copy
4 of a manuscript entitled "One Hell of
5 A Story." Armstrong claims that this
6 manuscript is a treatment for a
7 screenplay which details his claimed
8 Scientology experiences.

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12 IV. The Church is entitled to summary adjudication of the
13 Nineteenth Cause of Action because there is no dispute that the
14 parties entered into a written agreement, that the Church
15 performed all of its obligations pursuant to the agreement, that
16 Armstrong breached the agreement by providing declarations to
17 Graham Berry, counsel for Uwe Geertz, in which he discussed his
18 claimed Scientology knowledge and experiences, and that the
19 Church is entitled to liquidated damages of \$50,000.00 for this
20 breach.

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22 CSI incorporates herein Undisputed Facts and Evidentiary
23 Support Nos. 1 to 4, supra.

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25 UNDISPUTED FACT

26 17. Steven Fishman and Uwe Geertz
27 are defendants in an action brought
28 by the Church of Scientology

16. Portions of E! TV
segment, Exhibit 1K;
Portions of Transcript of
E! TV segments Exhibit
1L; Armstrong letter to
Wollersheim, Exhibit 1M;
Armstrong Depo., Vol.
VII, 875-876, Exhibit 1N.

EVIDENTIARY SUPPORT

17. Request for Judicial
Notice Exhibit F,
Complaint, Church of

1 International for defamation.

Scientology International
v. Steven Fishman, etc
al., United States
District Court for the
Central District of
California, Case No. 91-
6426 HLH (Tx).

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9 18. In or about August 1992,
10 Armstrong agreed to be an "expert"
11 witness for Fishman and Geertz,
12 concerning his claimed Scientology
13 knowledge and experiences.

18. Defendant's List of
Proposed Witnesses,
Exhibit 10; Defendant Uwe
Geertz, Plaintiff's Brief
Narrative Statements
Regarding Expected
Testimony of Expert
Witnesses, Exhibit 1P.

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18 19. In or about January, 1994,
19 Armstrong spoke multiple times with
20 Geertz's counsel, Graham Berry,
21 concerning his claimed Scientology
22 knowledge and experiences.

19. Armstrong Depo., Vol
VI-A, 782-789, Vol. VIII,
1057-1059, Exhibit 1Q.

23
24 20. Geertz attorney Berry asked
25 Armstrong for help in identifying
26 other potential witnesses interested
27 in making derogatory statements about
28 Scientology. Armstrong sent Berry a

20. Armstrong Depo.,
Vol. VIII, 1057-1059,
Exhibit 1Q; Armstrong
Letter to Graham Berry,
Exhibit 1R.

1 letter describing the claims made by
2 several other active anti-
3 Scientologists.

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5 21. In 1994, Armstrong met with
6 Berry, and a group of other anti-
7 Scientology litigants and would-be
8 witnesses, at Berry's office, wherein
9 all discussed Scientology, their
10 claimed knowledge and experiences,
11 and the Fishman case.

21. Armstrong Depo.,
Vol. VI-A, 782-
789, Exhibit 1Q.

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13 22. In February and April, 1994,
14 Armstrong furnished Berry with two
15 declarations describing his claimed
16 Scientology knowledge and
17 experiences, one of which was filed
18 in the Fishman case in February,
19 1994.

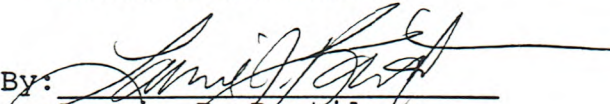
22. Declaration of
Gerald Armstrong dated
February 22, 1994,
Exhibit 1S; Declaration
of Gerald Armstrong dated
April 21, 1994, Exhibit
1T; Armstrong Depo., Vol.
VII, 798-801, Vol. VIII,
1045-1046, Exhibit 1Q.

22 Dated: March 17, 1995

Respectfully submitted,

Andrew H. Wilson
WILSON, RYAN & CAMPILONGO

MOXON & BARTILSON

26 By: 
27 Laurie J. Bartilson
28 Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY
INTERNATIONAL